



DECLARATION

As below-named inventors, we hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe that I am the original inventor of the subject matter, which is claimed and for which a patent is sought on the invention entitled:

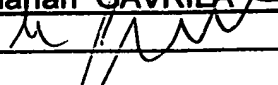
HYBRID COMMUNICATION TERMINAL-ALARM SYSTEM
the specification of which is attached thereto.

We hereby claim priority benefits of the Patent Applications Application identified below:

<u>Application Number</u>	<u>Filing date</u>	<u>Country of Filing</u>
2,411,365	December 6, 2002	Canada
2,418,612	March 5, 2003	Canada

I acknowledge the duty to disclose information of which I am aware and which is material to the examination of this application in accordance with Title 37, Code of Federal regulations, Section 1.56(a).

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that such willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of 1st inventor: Marian GAVRILA
Inventor's signature: 
Date of signature: _____
Citizenship: CANADIAN
Residence: 535 Burleigh Private, Ottawa, Ontario
Canada K1J 1J9
Post Office Address: same as above

WOODLANDS TOWNHOUSES INC.
AGREEMENT OF PURCHASE AND SALE

A. PARTIES

MARIAN T. GAVRILA AND MARILENA GAVRILA
(the "Purchaser")

- and -

WOODLANDS TOWNHOUSES INC.
(the "Vendor")

B. RECITALS

- B.1 The Vendor is developing a residential housing project fronting on Cummings Avenue, east of Snow Avenue, in the City of Ottawa (formerly the City of Gloucester) (the "Woodlands Homes").
- B.2 The Woodlands Homes may share certain services and facilities and common property.
- B.3 The Vendor wishes to sell and the Purchaser wishes to buy a designated Woodlands Home described in this Agreement.

C. PROPERTY

- C.1 The Purchaser agrees to purchase one (1) of the Woodlands Homes known as Unit 17, Block 4. The Vendor will build this home substantially according to the floor plans attached as Schedule "A", on the property described in Schedule "B".
- C.2 The Purchaser's home and the Purchaser's freehold property interest will be in the approximate location shown on the site plan attached as Schedule "C". Easements and rights of way for maintenance, repair, and replacement, for access, for services and utilities and, an interest in a private access road (as a tenant-in-common with other home owners in the project), may also be conveyed to the Purchaser along with the freehold property interest.
- C.3 The Vendor will build the home in a good and worker-like manner substantially according to the features, general specifications and standards contained in this Agreement and attached as Schedule "D".
- C.4 This home and the property interests which will accompany it are called the "Property" throughout this Agreement.

D. THE PRICE AND METHOD OF PAYMENT AND THE CLOSING DATE

- D.1 The Purchase Price is ~~as set out in Schedule "E"~~ and this price includes the Goods and Services Tax net of the New Housing Rebate (see paragraph D.3).
- D.2 The Purchaser shall pay the Purchase Price according to the Payment Schedule attached as Schedule "E".
- D.3 The Purchase Price includes the Goods and Services Tax (the "GST") payable pursuant to the *Excise Tax Act* (Canada) as amended from time to time (the "Act"), on the assumption that the maximum allowable New Housing Rebate as is authorized by Section 254 of the Act applies to this transaction (the "Rebate"). The Purchaser will not claim for the Purchaser's own account, any part of the Rebate in respect of the Property. The Purchaser represents and warrants to the Vendor that the Purchaser qualifies for the

On and after the closing the Purchaser will deliver to the Vendor any and all documentation, assurances and/or application forms as the Vendor shall reasonably require in order to facilitate the release and assignment of any rebate to the Vendor, including a sworn declaration confirming that the Purchaser qualifies for the rebate in all respects.

If the Purchaser does not qualify for the Rebate or qualifies only for a lesser rebate, the Purchaser shall pay to the Vendor on demand an amount equal to the Rebate or the difference between the Purchaser's actual rebate and the maximum allowable new housing rebate authorized by the Act. The Purchaser shall indemnify and save harmless the Vendor from all costs, damages, penalties and expenses which the Vendor might incur by reason of the failure of the Purchaser to qualify for the Rebate.

The Purchaser acknowledges that the Purchase Price does not include any GST exigible with respect to any of the adjustments, the Change Orders or other amounts that may be payable by the Purchaser under this Agreement. The Purchaser agrees to pay this additional GST to the Vendor in accordance with the Agreement on the Closing Date.

D.4 This transaction is tentatively scheduled to be completed on NOVEMBER 14, 2003 but the actual completion date (the "Closing Date") will be confirmed by the Vendor on or before JULY 31, 2003. If the Closing Date falls on a day that the Land Registry Office is not open for business, the Closing Date will be the next day that the office is open for business.

D.5 If the Property is substantially complete by then, the Purchaser will close this transaction on the Closing Date and the Vendor will complete the balance of the work within a reasonable time afterwards. There will be no holdback of the Purchase Price for any outstanding work. Other Woodlands Homes may be at various stages of construction. The Purchaser acknowledges that the Vendor will proceed with the project in phases.

D.6 If the Property is not substantially complete by the Closing Date, the Vendor may extend the Closing Date on the terms outlined in Schedule "F".

D.7 The Property shall be deemed to be substantially complete upon the issuance of a municipal occupancy permit.

E. CHANGE ORDERS AND RENTAL EQUIPMENT

E.1 The additional items listed in Schedule "G" (the "Change Orders") may be included in the sale for the Purchase Price unless an additional charge is indicated on Schedule "G". The Purchaser is responsible for any retail sales tax on any Change Orders that are not fixtures. When this transaction closes, the Purchaser becomes the owner of the Change Orders, free from encumbrance, without further documentation.

E.2 The hot water tank and related equipment are rented from the utility for the utility's standard monthly rental charge from time to time. The Purchaser will sign a rental contract before closing to assume responsibility for the tank and equipment rental charge starting on the Closing Date.

F. TITLE

F.1 On the Closing Date the Vendor will deliver a good and marketable title to the Property, free from any encumbrance, except for:

- (a) any registered subdivision, site plan, or any similar development or related agreements with a municipal corporation or governmental authority, and a development charges deferral agreement provided they have been complied with. The Vendor will not be obliged to provide evidence of compliance unless the Purchaser has obtained proof of non-compliance;
- (b) specific or blanket easements for the supply of utilities or services, and/or to

Woodlands Townhouses Inc.
Agreement of Purchase and Sale

PHASE: 1 _____
2 _____
3 ✓
4 _____
5 _____

UNIT: 17

BLOCK: 4



Woodlands Townhouses Inc.
371A Richmond Road, Suite 1
Ottawa, Ontario
K2A 0E7

Neilligan O'Brien Payne LLP
1900-66 Slater Street
Ottawa, Ontario
K1P 5H1

April 21, 2003

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